

State of Vermont

Dept of Buildings & General Svcs
Office of Purchasing & Contracting
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000041408
Vermont Correctional Industries/Vermont
37 Commercial Dr
Waterbury VT 05676
USA

Contract ID 0000000000000000000012090		Page 1 of 6
Contract Dates 09/01/2007 to 08/31/2009		Origin CP
Description: CP-COMMERICAL PRINTED ENVELOPE		Contract Maximum \$9,999,999.00
Buyer Name Laraway,Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Phone #: 802-241-1472

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1	9835	NO. 10 REGULAR ENVELOPES PRINTED 24# WHITE WOVE RECYCLED CONTENT 30% PC. PRINTED ONE SIDE BLACK INK. SIDE SEAM CONSTRUCTION.			0.00	0.00
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1M - 4M PRICE: \$27.07/M + DELIVERY

5M - 9M PRICE: \$22.49/M + DELIVERY

10M - 19M PRICE: \$19.40/M (INCLUDES DELIVERY)

20M - 40M PRICE: \$17.85/M (INCLUDES DELIVERY)

OVER 40M PRICE: \$17.60/M (INCLUDES DELIVERY)

2 X 0 BLACK PLUS 1 PMS INK PRICING:

1M - 4M PRICE: \$38.48/M + DELIVERY

5M - 9M PRICE: \$27.10/M + DELIVERY

10M - 19M PRICE: \$21.81/M (INCLUDES DELIVERY)

20M - 40M PRICE: \$18.99/M (INCLUDES DELIVERY)

OVER 40M PRICE: \$18.50/M (INCLUDES DELIVERY)

2	9836	NO. 10 OUTLOOK COMMERCIAL ENVELOPES 24# WHITE WOVE RECYCLED (SEE ITEM SPECS)			0.00	0.00
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NO. 10 OUTLOOK COMMERCIAL ENVELOPES 24# WHITE WOVE RECYCLED 30% PC NO. 10 WINDOW ENVELOPES PRINTED ONE SIDE BLACK INK. SIDE SEAM CONSTRUCTION. WINDOW PLACEMENT MUST MEET REQUIREMENT FOR USPS "FAST FORWARD" COA PROGRAM. DISTANCE BETWEEN RIGHT SIDE OF WINDOW AND RIGHT EDGE OF ENVELOPE MUST BE AT LEAST 4 3/4". DISTANCE BETWEEN BOTTOM OF ENVELOPE AND BOTTOM OF WINDOW MUST BE AT LEAST 5/8".

1M - 4M PRICE: \$30.31/M + DELIVERY

5M - 9M PRICE: \$25.70/M + DELIVERY

10M - 19M PRICE: \$22.60/M (INCLUDES DELIVERY)

20M - 40M PRICE: \$19.69/M (INCLUDES DELIVERY)

OVER 40M PRICE: \$19.20/M (INCLUDES DELIVERY)

2 X 0 BLACK PLUS 1 PMS INK PRICING:

1M - 4M PRICE: \$41.73/M + DELIVERY

5M - 9M PRICE: \$30.98/M + DELIVERY

10M - 19M PRICE: \$25.01/M (INCLUDES DELIVERY)

20M - 40M PRICE: \$21.04/M (INCLUDES DELIVERY)

OVER 40M PRICE: \$20.56/M (INCLUDES DELIVERY)

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[illegible]

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3	9837	NO. 9 REGULAR ENVELOPES PRINTED WHITE WOVE 24# RECYCLED 30% PC. SIDE SEAM CONSTRUCTION. PRINTED ONE SIDE BLACK.			0.00	0.00

4	9838	COMMERCIAL 6 3/4 REGULAR ENVELOPES 24# WHITE WOVE RECYCLED 30% PC COMMERCIAL 6 3/4 PRINTED ONE SIDE BLACK. SIDE SEAM CONSTRUCTION.	0.00	0.00
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OVER 40M PRICE: \$18.90/M (INCLUDES DELIVERY)

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[illegible]

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
5	9839	COMMERCIAL ENVELOPES 6 3/4 OUTLOOK WHITE WOVE 24# RECYCLED 30% PC. SIDE SEAM CONSTRUCTION. PRINTED ONE SIDE BLACK.			0.00	0.00
		1M - 4M PRICE: \$30.70/M + DELIVERY				
		5M - 9M PRICE: \$26.09/M + DELIVERY				
		10M - 19M PRICE: \$22.99/M (INCLUDES DELIVERY)				
		20M - 40M PRICE: \$20.05/M (INCLUDES DELIVERY)				
		OVER 40M PRICE: \$19.66/M (INCLUDES DELIVERY)				
		2 X 0 BLACK PLUS 1 PMS INK PRICING:				
		1M - 4M PRICE: \$42.12/M + DELIVERY				
		5M - 9M PRICE: \$31.37/M + DELIVERY				
		10M - 19M PRICE: \$25.40/M (INCLUDES DELIVERY)				
		20M - 40M PRICE: \$21.41/M (INCLUDES DELIVERY)				
		OVER 40M PRICE: \$20.92/M (INCLUDES DELIVERY)				
6	9840	NO. 10 WINDOW (NON-COMPLIANT) ENVELOPES 24# WHITE WOVE RECYCLED 30% PC. SIDE SEAM CONSTRUCTION. PRINTED ONE SIDE BLACK INK. WINDOW SIZE: 1 1/8" X 3 1/2". WINDOW POSITION: 7/8" FROM LEFT EDGE AND 1/2" FROM BOTTOM EDGE.			0.00	0.00
		1M - 4M PRICE: \$30.31/M + DELIVERY				
		5M - 9M PRICE: \$25.70/M + DELIVERY				
		10M - 19M PRICE: \$22.60/M (INCLUDES DELIVERY)				
		20M - 40M PRICE: \$19.69/M (INCLUDES DELIVERY)				
		OVER 40M PRICE: \$19.30/M (INCLUDES DELIVERY)				
		2 X 0 BLACK PLUS 1 PMS INK PRICING:				
		1M - 4M PRICE: \$40.73/M + DELIVERY				
		5M - 9M PRICE: \$30.98/M + DELIVERY				
		10M - 19M PRICE: \$25.01/M (INCLUDES DELIVERY)				
		20M - 40M PRICE: \$20.04/M (INCLUDES DELIVERY)				
		OVER 40M PRICE: \$20.56/M (INCLUDES DELIVERY)				

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7		OTHER: INK ON SECOND SIDE ADDITIONAL.	LOT	0.01000	0.00	0.00

1M - 4M PRICE: \$40.80

5M - 9M PRICE: \$49.98

10M - 19M PRICE: \$58.14

20M - 40M PRICE: \$66.30

OVER 40M PRICE: \$96.90

8		MISC. ITEMS	EA	0.01000	0.00	0.00
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TYPESETTING: \$15.30 PER ORDER

BAR CODING: \$15.30 PER ORDER

PMS INK OR ADDITIONAL 1 PMS INK \$33.15 PER ORDER

ADDITIONAL PROOFS: \$15.30

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT WILL BE FOR A PERIOD OF 12 MONTHS WITH AN OPTION TO RENEW FOR 2 ADDITIONAL 12-MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

SPECIAL INSTRUCTIONS FOR PRINTING Revised June 15, 2001.
Bids must be based on the paper stock(s) stated in specifications.

Delivery: All completed work must be delivered in good order to the designated location(s) and at the contractor's expense.

Delivery terms shall be FOB destination, freight prepaid, unless otherwise stated INSIDE DELIVERY IS REQUIRED.
It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier(s).

All work shall be performed by the contractor in accordance with the specifications in a thoroughly first-class manner and must be satisfactory to the agency. Presswork shall be first grade, producing a clear, sharp impression.

In order to avoid unnecessary changes in composition and presswork, the agency's representative shall provide the contractor with directions.

All cost for the movement of proofs and/or copy shall be the responsibility of the contractor.

If the agency's complete copy, artwork, etc. are not ready for the contractor on the date listed in the specifications, the delivery date may have to be extended.

All printed matter must be securely wrapped in paper or other material of adequate strength to protect the contents from damage, and the packages shall be sufficiently tight to keep out dust. Packages or containers shall be approximately uniform in size and convenient for handling and shall contain equal numbers of copies, when applicable. Each package must be marked with a description of the printed materials, quantity, name of the department ordering the work, and printing order number. The quantities stated in the labels must coincide with the quantities in the packages. If any job is rejected because of error attributable to the contractor, the contractor shall promptly reprint the job without any additional charges to the agency.

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All disputes or problems between the agency and contractor that cannot be settled at the agency level shall be referred to the Division of Purchasing.

The Division or Agency Representative shall be permitted, by appointment, to visit the contractor's plant during the time the job is being printed.

Preparatory Materials: The contractor shall be responsible for the safekeeping of all materials, such as, but not limited to, separations and negatives that are used in a contract. The contractor shall be held as the insurer of the same and save and keep harmless the State from all damages or loss by fire or otherwise. If any such materials are damaged or lost, they shall be replaced by the contractor at no cost to the State. All materials used in a contract are the property of the State, and the contractor must keep these materials on file for a period of 2 years. The contractor must notify the Agency before destroying the material. Division of Purchasing or Agency may request that these materials be returned when the contract is completed and may withhold payment until such time as the materials are returned.

Days meaning working days.

Unless otherwise stated, the State will accept overruns of 10% for jobs up to 50,000 and 5% for jobs of more than 50,000.

When equipment that forms are run on is listed on the form specification, by submission of a bid, the bidder is guaranteeing that the item will print according to the original specification on equipment list.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BETSY LARAWAY
ASSISTANT PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
betsy.laraway@state.vt.us

*****CONTRACT AMENDMENTS*****

Amendment #1 - December 4, 2007 - Change pricing in Line Item #7 removing the per thousand plus delivery and changing to flat rate for item.

Amendment #2 - August 18, 2008 - The state is hereby electing to exercise renewal option one thereby extending the period of performance under this agreement for a one year term to August 31, 2009 and allowing for a 2% increase in pricing.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____